

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Holland & Knight LLP		2. Registration No. 3718
3. Name of Foreign Principal Ministry of Commerce, the Kingdom of Thailand	4. Principal Address of Foreign Principal c/o Royal Thai Embassy Office of Commercial Affairs 1024 Wisconsin Avenue, N.W., Suite 202 Washington, D.C.-20007	
5. Indicate whether your foreign principal is one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Individual-State nationality </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____ </div> </div> </div> </div>		
6. If the foreign principal is a foreign government, state: <div style="display: flex; justify-content: space-between;"> <div> a) Branch or agency represented by the registrant Ministry of Commerce b) Name and title of official with whom registrant deals Perapat Uthaisri, Minister-Counsellor (Commerce) </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> NSD/REGISTRATION UNIT 2014 FEB -6 PM 10:49 </div> </div>		
7. If the foreign principal is a foreign political party, state: <div style="display: flex; justify-content: space-between;"> <div> a) Principal address N/A b) Name and title of official with whom registrant deals c) Principal aim </div> </div>		

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal: **N/A**

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
2-6-2014	Steven D. Gordon, Partner	

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Holland & Knight LLP

2. Registration No.

3718

3. Name of Foreign Principal

Ministry of Commerce, The Kingdom of Thailand

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide strategic advice and assistance on human rights and labor issues before the U.S. Government; Public relations and media relations outreach regarding human rights and labor policy. This may include relevant outreach to news outlets, academia and other individuals in the U.S.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide strategic advice and assistance on human rights and labor issues before the U.S. Government; Public relations and media relations outreach regarding human rights and labor policy. This may include relevant outreach to news outlets, academia and other individuals in the U.S.

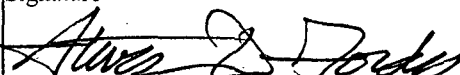
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Provide strategic advice and assistance on human rights and labor issues before the U.S. Government, including relevant outreach to officials at the U.S. State Department, U.S. Department of Defense, U.S. Department of Labor, the White House and Congress.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
2-6-2014	Steven D. Gordon, Partner	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT FOR ADVISORY SERVICES

This Agreement is made on January 27, 2014 by and between the Department of Foreign Trade, Ministry of Commerce, Thailand represented by its duly authorized officials, the Office of Commercial Affairs of the Royal Thai Embassy, Washington, D.C. (hereinafter called "the Client"), and Holland & Knight LLP, having an office at 800 17th Street N.W., Suite 1100 Washington, DC 20006 (hereinafter called "the Firm").

WHEREAS, in consideration of the services hereinafter stated, the Client is willing to hire the Firm to advise the client with respect to its need for implementing communication strategy to convey an accurate and complete picture of Thailand's efforts to combat human trafficking, the use of child and forced Labor to targeted audiences and the Firm is willing to render such services to the Client:

NOW, THEREFORE, the parties agree as follows:

Article 1. Service of this Agreement

The purpose of this Agreement is to make available to the Client advisory services (hereinafter called "the Services") by the Firm, in which the service term will be developed by the Client at a later date.

Article 2. Duration

This Agreement, upon the execution of the same by all parties, will take effect on January 27, 2014 and will expire on September 26, 2014.

Article 3. Fees and Expenses

3.1 The Client shall pay the Firm its fees and reimburse its expenses for the services rendered under this Agreement in the total amount of US\$ 408,000 (US\$ 51,000 per month for the total of 8 months ending 26 September 2014) in which the Firm shall bill the Client accordingly.

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3.2 Taxes, which may be incurred by the Firm on payments made by the Client for services rendered under this Agreement, shall be the responsibility of the Client for taxes incurred in Thailand and the responsibility of the Firm for taxes incurred outside Thailand.

Article 4. Method of Payment

4.1 The fees and expenses shall be billed by invoice to the Client by the Firm on a monthly basis.

4.2 Payment shall be made by the Client in U.S. dollars by wire transfer within 60 days from the date of the monthly invoice issued under Article 4.1. Payment by wire transfer can be made to Wells Fargo Bank NA, 420 Montgomery Street San Francisco, CA [REDACTED]; ABA [REDACTED], Account [REDACTED] for credit to: Holland & Knight, LLP

Article 5. Termination

5.1 Should either party default in the execution of its obligations under this Agreement, the other party shall give the defaulting party notice in writing to remedy such default promptly.

5.2 Failure of the defaulting party in taking corrective measures as required by the other party within 15 (fifteen) days of receipt of such notice shall constitute a sufficient cause for the other party to terminate this Agreement.

5.3 In the event of termination of this Agreement due to the fault of the Client, the Client shall compensate the Firm for its fees and expenses incurred for the Services performed up to the date of termination in connection with the termination of the Agreement.

5.4 The Firm agrees to indemnify and hold harmless Client from loss or damages occurring as a result of any negligent act or omission of the Firm with respect to this

Agreement. This indemnification does not indemnify Client for consequential damages and attorney's fees.

5.5 This Agreement may be terminated by convenience of the Client, at any time, by sending notice to the Firm not less than 30 (thirty) days in advance. The Firm shall be entitled to remuneration up to the date of termination.

5.6 This Agreement will be terminated if for any professional or ethical reasons or other reasons beyond control that the Firm cannot proceed with the representation. The Firm shall be entitled to remuneration up to the date of termination.

5.7 A party shall not be liable for any failure or delay in the performance under this agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of god, war, strikes or labor disputes, embargoes, government order or any other force majeure events.

5.8 In an event of dispute between the parties under this agreement, the settlement of dispute shall be governed by the law of the District of Columbia.

Article 6. The Rights and Duties of the Firm

6.1 The Firm and its staff, in advising and acting for the client, shall at all times perform the Services by using all reasonable skill, care and due diligence and efficiency and shall carry out their professional obligations in accordance with recognized international professional standard.

6.2 The Client agrees that the Firm's representation in this matter will not preclude the Firm from representing other clients, whenever such representation can be undertaken consistent with applicable ethical and professional rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

The Firm

DATE: January 27, 2014 ,

BY:



Richard M. Gold
Practice Group Leader
Public Policy and Regulations
Holland & Knight LLP

The Client

DATE: January 27, 2014 ,

BY:



Benchawan Ukrid
Minister (Commercial)
Office of Commercial Affairs
Royal Thai Embassy, Washington, D.C
On Behalf of the Department of Foreign
Trade, Ministry of Commerce, Thailand.